

APPROVE ENTERING INTO AN AGREEMENT WITH QUANTUM CROSSINGS, L.L.C. AND WINDY CITY ELECTRIC FOR BUILDING AUTOMATION SYSTEM INSTALLATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Quantum Crossings, LLC and Windy City Electric Co. to provide building automation system installation services to Department of Operations at a cost not to exceed \$4,000,000.00 annually. Vendors were selected on a competitive basis pursuant to duly advertised Request for Qualifications (Specification No. 07-250033). A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendors and no payment shall be made to Vendors prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDORS:	1.	Quantum Crossings, Inc 455 N. Cityfront Plaza, Suite 3100 Chicago, IL 60611 Eamon Geary (312) 467-0065 Vendor # 32334	2.	Windy City Electric Co. 7225 W. Touhy Chicago, IL 60631 Kathleen McMahon (773) 774-0211 Vendor # 28663
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USER: Department of Operations- Facilities Operations
125 South Clark-17th floor
Joseph Clair
(773) 553-4126

TERM: The term of this agreement shall commence on January 1, 2008 and shall end December 31, 2010. The Board shall have two options to renew this agreement for periods of one year each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: Vendors shall provide the following:

- Electrical installation of network of controllers on various pieces of HVAC equipment.
- The electrical work between control panels and between the control panels and end-use devices.
- Verifying and demonstrating network integrity.
- Installation and testing of interface devices connected to the network controllers serving as inputs to and outputs from the Building Automatic Systems ("BAS").
- The cost of wiring a device to the associated control panel and the mounting of the device.
- Verification of all wiring continuity.
- Supporting system testing and commissioning related to wiring issues and continuity.

DELIVERABLES: Vendors will provide labor, checkout, training, provision of all materials, and commissioning associated with the installation of pre-purchased control hardware and peripheral devices from BAS suppliers.

OUTCOMES: Vendor's services will result in high quality, cost effective installations of BAS.

COMPENSATION: Vendors will be paid an aggregate sum not to exceed \$4,000,000.00 annually.

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Pursuant to section 4.1 of the Construction Remedial Program for Minority and Women Business Enterprise Participation (M/WBE Program), the Aspirational Goal will be applied to this pool at 30% MBE and 7% WBE overall participation. Compliance for subsequent vendors from the pool created by this contract will be subjected to reviews on a contract-by-contract basis.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Operations: \$4, 000,000.00 Fiscal Year: FY08
Budget Classification: Various Capital Funds
Source of Funds: Capital Funds

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

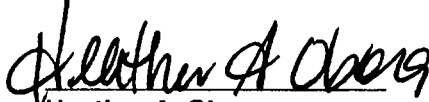
Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

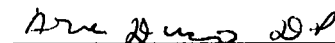
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:

Approved:

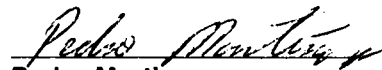


Heather A. Obora
Chief Purchasing Officer



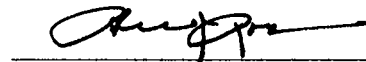
Arne Duncan
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel